

The professional educators of Dixon are dedicated to providing the highest quality education possible to students of our community.

We believe in the quality of our schools.

We know it takes the continuing commitment of all stakeholders to build the kind of school system that fully supports students and enhances the quality of the community. Maintaining and improving education is an investment in our collective future in Dixon. The quality of the school system is paramount to sustaining the growth of our community.

Our goal in these negotiations has been to offer proposals that protect educational programs and support the effort to attract and retain high quality professionals to serve the students.

We believe Dixon students need and deserve:

- Educational programs that meet their individual, academic and social needs
- Reasonable class sizes so they don't get lost in a crowd and so teachers can reach each student
- Reasonable teacher caseloads in special needs programs – workable caseloads that support delivery of quality services
- Varied instructional programs that support all skill levels
- Current, consistent and student-centered curriculum
- Quality textbooks in sufficient numbers to serve all students
- Quality technology services to meet advanced and changing needs
- Teachers who are highly trained and up-to-date in academics and class preparedness
- Teachers who are attracted to the school district and want to stay here because of competitive wages, hours and working conditions
- Safe learning environments that are adequately supervised

Over time, Dixon teachers have witnessed their quality time with students being diminished with all-too-frequent administrative meetings that do not meet professional needs. Additionally, professional team collaboration time remains inadequate. Teacher preparation materials are insufficient. The total number of teachers has been reduced, forcing increased class sizes and reducing education quality. The number of Education Support Professionals has been cut, again cutting services to students. Students with special needs have been placed in classrooms without necessary supports. Professional working conditions have declined.

We believe this type of decline in the school district is unacceptable and detrimental to the quality that all students deserve. Our negotiations proposals have addressed many of these issues. We have been deeply disappointed in the school board's responses and failures to address many of these "quality issues." Many of the bargaining sessions have been unproductive because the Board has made no movement from its positions, has offered no rationale for its positions and has given no indication of a willingness from the Board to compromise. We believe that fair compromise is key to resolving these items in a way that will serve the community now and in the future. We also believe that further cutting support for education will not lead to sustained growth and improvement of our community.

It is against this backdrop that Dixon teachers have put forth a series of proposals designed to improve quality in the school district. They are listed as follows:

The parties have reached agreement on the following articles

Article I: Recognition

Article II: Management Rights

Article IV: Negotiation Procedures

Article V: Grievance Procedure

The parties have not reached agreement on the following articles:

Article IX Working Conditions

The parties have reached agreement on the following sections of Article 9:

9.14 **Mentor Teachers:** DEA accepts Board counter of 11/26/2012

9.15 **Detention Duty:** **No proposed change from either side.**

Association Proposals for remaining sections in Article 9

Language proposed by DEA:

9.1 **Qualifications.** Teachers shall not be assigned to teach subjects or grade levels for which they are not certified.

- **RATIONALE:** The Association wants to ensure that students receive quality teaching from legally certified and qualified teachers for all classes and grade levels. Physical education teachers are expected to teach special education students with severe and profound physical and/or cognitive disabilities without the necessary qualifications for providing adaptive physical education. Previously the district had provided Adaptive PE services. The district's decision to no longer provide these services occurred after the start of the current school year.
- **COST:** One Adaptive PE teacher to be utilized throughout the district - starting teacher's salary - \$32,000 + benefits.
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by DEA:

9.2 **Ethical and/or Legal Concerns.** If a teacher is directed to perform a duty or action that raises ethical and/or legal questions and concerns where failure to perform such duty or action could result in disciplinary action due to insubordination, the responsibility for any adverse affect from the performance of such duty or action will rest solely upon the supervisor or administrator giving the direction.

- **RATIONALE:** The Association is concerned that decisions that are made by the consensus of State mandated teams have been dismissed or overturned. These decisions have been made outside of the team process by individuals who are not part of the team and have not been present at team meetings. The Association wants to ensure that teachers are protected from unfair disciplinary action for failure to follow a directive that raises ethical and legal concerns and from legal responsibility for directives that are imposed upon them by supervisors or administrators.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by DEA:

9.3 **Personnel File Access.**

A. **The personnel file of records shall be housed at Central Office.** Each teacher shall have the right, upon request, to review the contents of his/her own personnel file **housed at Central Office**, except for any credentials from any placement office or any other employment recommendations. A representative of the Association may, at the teacher's request, accompany the teacher in this review. No part of such file may be removed, destroyed, or copied without permission of the Superintendent. Such review shall be conducted in the presence of a designated District employee during normal business hours.

~~Materials derogatory to a teacher's conduct, service, character or personality, which are placed in a teacher's personnel file, should consist of contemporaneous recording of such observations.~~

B. **Any material placed in a teacher's personnel file must be time and date stamped by Central Office personnel upon receipt.** Copies of any such material placed in the teacher's personnel file will promptly be provided to the teacher within two school attendance days. **No material, excluding those items required by law or regulation (e.g. transcripts, medical records/documentation, copies of certifications, etc.), shall be placed in the file unless the teacher has had an opportunity to review such material. Materials related to a grievance will be filed separately from the personnel file of the teacher(s) involved in the grievance. (Past grievance material shall be removed from a teacher's personnel file and placed in a separate file.)** The teacher shall acknowledge that he/she has reviewed any such material by affixing his/her signature and date of signature on the copy to be filed. Each teacher shall have the right to place in his/her personnel file letters or statements of rebuttal in response to derogatory material. Teachers also shall have the right to place unsolicited positive or complimentary documents (letters or notes from parents, administrators, Board members, etc.) in this personnel file.

- **RATIONALE:** The Association members want this specifically stated in the contract. There has been confusion in the past about what is considered the official personnel file, where it is housed, who may have access to it, and what may or may not be copied.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Rejected new language

Language proposed by DEA:

9.4 Employee Rights. When any teacher is required to appear before an administrator/supervisor or the Board of Education concerning any matter which is evaluative or disciplinary in nature, or which could adversely affect his/her terms and conditions of employment, the teacher shall be given at least 24 hours written notice of the reasons for such meeting or interview and shall be advised by the administrator to have DEA representation during such meeting or interview. Notwithstanding the foregoing, an administrator or supervisor shall not be required to provide 24 hour written notice if, in the judgment of the administrator or supervisor the well-being of a student or the efficient operation of the School District warrants having the teacher appear without receiving written notice. In any event, however, the administrator or supervisor shall give as much verbal notice of the reason for the meeting or interview as possible.

Except for dismissal of and suspension immediately preceding dismissal of tenured teachers or non-renewal of employment of non-tenured teachers, no teacher shall be reprimanded or disciplined without just cause. No teacher shall be disciplined without first being advised of the reasons and given an opportunity to respond.

- **RATIONALE:** Both the school district and the teachers are protected when discipline is applied fairly, consistently and in accord with standard employment procedures, such as Just Cause. The Association believes that a teacher should be disciplined for Just Cause. Issues that arise should be dealt with in a transparent and respectful manner.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by DEA:

9.4.5 ~~Teacher-Administrator Relations Curriculum and Classroom Resources.~~ The teacher has the right to meet with the principal to discuss classroom supplies and/or resources when a request is denied. Such denial is not grievable. **Curriculum and resources will be consistent across each grade level/ subject area.**

- **RATIONALE:** Students are not being exposed to teaching materials that are consistent across grade levels. This harms the efforts to provide quality to all students. Teachers have difficulty obtaining materials that are needed promote student learning and facilitate interventions designed to help raise the achievement of struggling students. Individual classroom teachers have no yearly budget for materials. The site-based budgeting process has hindered communication. It seems that there is more emphasis on not exceeding the budget and less on how the money is spent. There is no process for ensuring that budget requests are forwarded beyond the individual building principals.
- **COST:** \$500 per teacher
- **BOARD RESPONSE:** Rejected new language

9.3-6 Length of Workday. The length of the workday for all ~~Elementary Teachers~~ **certified staff** shall not exceed six and one half consecutive hours including preparation periods, lunch periods, and passing periods. Teachers are expected to spend an additional fifty (50) minutes contiguous to regular school hours before or after school. **The (50) non-instructional minutes contiguous to the regular school hours before or after school shall be used for educational activities at the discretion of each individual instructor. These minutes will not be used for instruction or supervision of students.** ~~The length of the workday for all Middle School Teachers shall not exceed six and one half consecutive hours including preparation periods, lunch periods, and passing periods. Teachers are expected to spend an additional fifty (50) minutes contiguous to regular school hours before or after school. The length of the workday for all Senior High Teachers shall not exceed six and one half consecutive hours including preparation periods, lunch periods, and passing periods. Teachers are expected to spend an additional fifty (50) minutes contiguous to regular school hours before or after school.~~

In regard to the above stated fifty (50) minutes, teachers and administrators will mutually determine when these fifty (50) additional minutes will be served: before school, after school, or split before and after school. These **non-instructional** minutes are to be used for ~~duties including, but not limited to,~~ the following: record keeping, ~~student conferences,~~ grading, ~~bus duties and playground duties and~~ **classroom and materials preparations.** Teachers must notify their building principal or his designee in the school office in advance of leaving the school building during regular school hours, except in emergencies.

Teachers will be required to attend ~~faculty meetings and staffings~~ **no more than (1) one administratively directed meeting per week**, provided those meetings and staffings are conducted in a thirty (30) minute period immediately prior to or immediately following school hours. ~~but not both, and provided the time spent fulfills the fifty (50) minute requirement. Meeting times may be extended based on mutual agreement between teachers and administrators.~~

Teachers may be required to attend one back-to-school night or one P.T.O. meeting per year. Attendance at additional after-school-hours activities will be voluntary.

~~Elementary and middle school teachers may be assigned up to twenty (20) morning (playground) and/or afternoon (bus) duties per year, five (5) duties per quarter, without compensation. Additional morning or afternoon duties assigned to and performed by teachers beyond twenty (20) in a given school year will be compensated at a rate of fifteen dollars (\$15) per hour or five dollars (\$5.00) per duty (duty length twenty minutes).~~

- **RATIONALE:** The Association wants to maintain the flexibility of using the 50 contiguous minutes for individual student help, accessibility to parents, and teacher preparation. For the past two and a half years, the Administration has used these minutes at its discretion which has diminished the time that teachers have available to meet with individual students before and after school.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Reject

Language proposed by DEA:

9.4 7 Student Discipline. Each school in the District shall have a written pupil discipline policy. The administration will provide to the teacher documented administrative action in compliance with the Illinois School Code in regards to student discipline referrals within two school days of the action taken **or notice that no action was taken** by administration. ~~The teacher will be subject to disciplinary action if it is not kept confidential.~~ **No student shall be placed in a classroom under a teacher's supervision unless that teacher is the teacher of record for that student.**

If a student, who has been placed in an alternative setting inside/outside of his/her home school, returns, that student will be reintegrated into the general education classroom by a plan that has been developed by his/her team consisting of general education teacher(s), special education teacher(s), counselor and/or social worker, principal, and parent(s)/guardian(s). Notice and a copy of the educational/behavioral plan shall be given to his/her teachers 24 hours prior to the student's return to the classroom.

- **RATIONALE:** The Association proposes this language because it believes a transition meeting is required to successfully integrate students from alternative settings.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has rejected this proposal and offered no rationale.

Language proposed by DEA

9.5 8 Number of Assignments. For the duration of this contract high school teachers shall be scheduled for ~~six five (6)~~ **(5) 40-48 minute student contact assignments per day** per semester and middle school teachers shall be scheduled for ~~six five (6)~~ **(5) 40-48 minute student contact assignments per day** per semester. ~~plus homeroom.~~ **Elementary teachers shall be scheduled for five (5) 40-48 minute student contact assignments per day per semester.** Guidance counselors are exempt from the previously stated conditions. ~~Half~~ **Part-time teachers less than 50%** shall be scheduled for three assignments each semester **and will get one teacher preparation period per day. Any teacher hired for more than 50% of the day will receive one teacher preparation period per day and one collaboration period per day.** The Board shall determine the length of a class period.

- **RATIONALE:** Students benefit when the teachers have adequate time to prepare, analyze test results, and build curriculum based on the identified needs of students. The Association proposes this language because teachers have collected data through testing but have had very little time to analyze the results and make data driven decisions to improve student learning.
- **COST:** Four to seven teachers at \$32,000 + benefits
- **BOARD RESPONSE:** Reject and retain existing language

Language proposed by DEA

9.8 9 Class Size. The Board agrees to maintain a class pupil-teacher equivalency ratio at a cap of:

Pre-K-1st grade = 20 students
2nd-5th grade = 22 students
6th-8th grade = 24 students

9th-12th grade = 26 students

- **RATIONALE:** The Association is requesting the district to address the discrepancy in class sizes.
- **COST:** No additional cost if the 4-7 teachers required for Proposal 9.8 are hired.
- **BOARD RESPONSE:** The Board has ignored Proposal

9.9 (old) Parent/Teacher Conference Early Dismissal

This language is not being eliminated; the language has been moved to new 9.10.

Language proposed by DEA

9.6 10 Parent-Teacher Conferences. The ~~two (2)~~ days authorized in by the Illinois School Code for teacher in-service days shall be used for ~~four (4) half-day~~ parent-teacher conferences in grades kindergarten through twelve provided these days are approved by the Illinois State Board of Education, **and will be held during one morning (8:00 a.m. to 11:00 a.m.), one afternoon (12:00 noon to 3:00 p.m.) , and one evening (4:00 p.m. to 7:00 p.m.). These will be held during a consecutive Thursday afternoon and evening and Friday morning. Friday afternoon will be comp time for the additional hours spent in Thursday evening conferences. Conferences will be held in each teacher's classroom so that student confidentiality is maintained.** The Board will provide a one hour early dismissal on the day prior to parent-teacher conferences in grades K-12, to work on records and reports for conferences. **(Taken from old 9.9)**

- **RATIONALE:** Parents are a valuable part of the school community. The current system precludes many of them from participating in parent-teacher conferences. The Association proposes this language because it would accommodate the varied parent work schedules.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has rejected this proposal and offered no rationale.

Language proposed by DEA:

9.7 11 District Calendar. ~~The maximum number of scheduled school days may be 185. The Board reserves the right to adjust the calendar and the number of student attendance days and the number of teacher work days. In no event shall there be more than 185 teacher work days. The school calendar shall be determined by the Board after the Superintendent has consulted with the Association and surveyed teachers concerning any matters on which the Association and Superintendent wish to obtain the teachers' view. Teachers shall not be required by DPS administration to attend staff development activities on days not included in the annual school calendar, which the District submits to ISBE. The school calendar shall consist of 185 days which shall include at least 176 student attendance days and five emergency days. Unused emergency days shall not become work days. The work year for employees shall not exceed 180 days. In any event which results in the closing of the schools for more than the five (5) emergency days, all teachers' contracts shall be honored in full.~~

- **RATIONALE:** This language clarifies what has been the past practice. The intent of the language was never to require teachers to work more than 180 days in one school year without added compensation. It was intended to allow the District to extend the year by five more days to be used to make up emergency closings such as snow days. Additionally, this type of language will help families plan their school, employment and vacation schedules.
- **COST:** No cost to this proposal
- **BOARD RESPONSE:** The Board rejected this language and countered with adding five days to the school year for a total of 190 days with no increase in compensation.

A new school year's initial teacher's institute will begin no earlier than the Monday before Labor Day weekend with student attendance beginning on the Wednesday before Labor Day weekend. The following will be considered "no school" days: Labor Day; Columbus Day; Veterans Day or the Monday following Veterans Day; Wednesday, Thursday, and Friday of Thanksgiving week; Martin Luther King Monday holiday; President's Day; Spring Break the week prior to Easter and the day following Easter; and Memorial Day. For the 2013-14 school year Christmas Break will begin on December 23 with a return to school on January 6. For the 2014-15 school year Christmas Break will begin on December 22 with a return to school on January 5. For the 2015-16 school year Christmas Break will begin on December 21 with a return to school on January 4.

- **RATIONALE:** The proposed language is consistent with current past practice with the exception of the start date. The Association proposes this language because students find it difficult to concentrate in excessive heat since most of the buildings are not air-conditioned.
- **COST:** No cost to this proposal
- **BOARD RESPONSE:** The Board has rejected this proposal and proposed to increase the number of days with no increase in compensation

Language proposed by DEA:

9.812 Preparation Time. The Board of Education shall provide a ~~two~~ **contiguous 40-45 48 continuous** minute ~~preparation~~ time periods ~~daily~~ **per day** within a school day for all teachers except for early release days. **One shall be an individual plan and the other shall be a team plan. They shall be used for teacher determined preparation and activities. The teachers shall have exclusive use of their classrooms during their teacher preparation time. Teachers will be compensated for any involuntary loss of preparation time at a rate of (forty) \$40.00 per period.**

The Dixon Unit District 170 administration will make every effort to accommodate scheduling of IEP and team collaboration conferences during the contracted work day. Substitute teachers will be hired so that consistency of the general education curriculum can be maintained. Members involved in meetings beyond the contract work day will be paid \$40.00 an hour or part thereof.

- **RATIONALE:** Students benefit when lessons are coordinated and planned thoroughly, materials are created thoughtfully, and content is delivered expertly. The Association proposes this language because the focus in education has moved towards quantifying student learning and immediately addressing a student's deficits. Teachers do this by having a standard curriculum for all students that is consistent regardless of which teacher delivers the instruction. Coordination of learning activities and common assessments serve as a quality control to ensure all students are receiving the same opportunities to learn. Collaborating with instructors of similar coursework and analyzing common assessment outcomes takes a tremendous amount of time. All of these things require preparation time. The time spent in these areas directly benefits our students by tailoring their education directly to their needs.
- **COST:** The cost for this entire proposal of 9.12 would be \$36,000. A portion of the \$36,000 is already being spent at this time.
- **BOARD RESPONSE:** Reject new language

Language proposed by DEA:

9.13 Evaluations The Board of Education agrees to ~~continue use the Manatt evaluation program~~ **Dixon Public Schools Teacher Evaluation Instrument** in all buildings. Evaluations will be completed by a building principal with possible input from other administrators. Part-time teachers who have taught a minimum of four consecutive years in District 170 will be on the same evaluation schedule as are tenured teachers. ***The Evaluation Instrument will be attached to the contract as an appendix. Any change in the evaluation instrument will be approved by simple majority of the Dixon Education Association membership prior to implementation.***

- **RATIONALE:** We have learned through experience that the school district and teachers work best when they work together. The Association proposes this language because the teachers and the school district have already used a collaborative process to create an Evaluation Tool. The process has been a positive experience and the Association has no desire to move backwards.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Reject

Language proposed by DEA:

9.16 (new) Building Room Assignment 9.13 (old) Involuntary Classroom Transfer

Teachers who have been involuntarily transferred from one room to another shall be paid \$100 ~~\$300~~ for packing the room, unpacking the room, and setting up the new classroom ~~if the transfer is made after June 1st of any year, and~~ if the administration requests that the teacher pack and unpack the room. **A teacher will not be moved to another building within the same school year.** The “physical” moving of materials and equipment will be the responsibility of the district. **Building rooms will be ready for teacher use and teacher preparation one week prior to the start of school.**

- **RATIONALE:** Students deserve a classroom environment that is carefully laid out to promote student centered learning, efficiency and safety. The Association proposes this language due to concerns about the effect on a teacher's ability to plan and prepare for a new school without proper notification of room and building changes. The District generally makes plans far enough in advance to notify teachers of the necessity to shift teachers from one classroom or building to another. The District should notify teachers in enough time to them to adequately prepare their classrooms for the school year.
- **COST:** Determined by board decisions
- **BOARD RESPONSE:** Reject

Language proposed by DEA

9.17 Emergency Communications. The district will notify the staff as soon as possible of any condition or emergency event that occurs within the district either by phone, e-mail, or both. This notification will include the general nature of the situation. These alerts will take place throughout the year. In the case of weather delays and cancellations, every attempt needs to be made to notify teachers before 5:30 a.m.

- **RATIONALE:** Teachers are committed to ensuring the safety of their students. This requires planning, vigilance and access to vital information, especially during emergencies. In light of past school tragedies, the Association is adamant that teachers should be notified of district emergencies in the most timely manner.
- **COST:** No additional cost value to this proposal
- **BOARD RESPONSE:** Reject

Language proposed by DEA

9.1418Special Education Teacher Duties. Special Education teachers will be given adequate time to complete their required duties relating to preparation, implementation, and reevaluation of students' IEP's, provided the teachers faithfully perform all of their duties required by District policy and law. Teachers who feel they need additional time to perform such duties shall apply to their building principal who shall make a decision in consultation with the Special Education Director.

At the elementary level, a full time special education teacher will be assigned to one team of regular education teachers with 12-15 students and no more. Elementary teams are as such: Washington – two regular education teachers per team; Lincoln – three regular education

teachers per team; Jefferson – two regular education teachers per team. A paraprofessional will be assigned to each special education teacher and this paraprofessional will not be considered one of the paraprofessionals for a specific student as an individual or classroom aide.

At the middle school level, two full time special education teachers will be assigned to one team of regular education teachers with 12-15 students and no more. Reagan Middle School teams – four regular education teachers. A paraprofessional will be assigned to each special education teacher and this paraprofessional will not be considered one of the paraprofessionals for a specific student as an individual or classroom aide.

At the high school level, two full time special education teachers will be assigned to each core curriculum area with 12-15 students and no more. Co-teaching requirements will involve one core area with one regular education teacher. Special education co-teachers shall not be assigned to teach more than two subjects. A co-teaching special education teacher will not be assigned an instructional class. A paraprofessional will be assigned to each special education teacher and this paraprofessional will not be considered one of the paraprofessionals for a specific student as an individual or classroom aide.

An individual one-on-one or classroom paraprofessional assigned to a specific special education student's IEP shall not be considered the classroom aide. An additional classroom aide shall be provided. Any paraprofessional will not be assigned to supervision or extra school duties outside of the needs of the special education area.

Co-teachers shall not be assigned to teach in more than one core curriculum area. Any regular education teacher who has at least four special education students shall have either a paraprofessional assigned as a classroom aide for his/her classroom or a co-teacher.

A special education teacher shall be assigned to only one building.

Special education teachers will have a district printer housed in their classrooms in order to complete the work of Individual Education Plans.

A special education teacher shall be paid per diem for two days in August to work on notifying the general education staff of their caseload's accommodations, scheduling issues, and parent contacts.

The District administration will make every effort to accommodate scheduling of IEP and team collaboration conferences during the contracted work days. Members involved in meetings beyond the contract work day will be paid \$40.00 an hour or part thereof.

Members directed by District administration to complete social developmental studies, evaluations, Eligibility and/or IEP paperwork above and beyond what can be completed in the contract work day will be paid \$40.00 an hour or part thereof.

When a special education teacher is absent from his/her assignment longer than a week, the district will employ a certified special education teacher to complete necessary paperwork at a rate of \$150 per Individualized Education Plan.

The number of children served by a Speech-Language Pathologist shall be based on the speech-language needs of each child. This shall be based on the American Speech, Hearing, and Language Associations recommendation of severity rating criteria:

Mild = 1

Moderate = 1 ½

Severe = 2

The other provisions of this Section notwithstanding, at no time shall the caseload of a speech-language pathologist exceed 60 students.

The number of children served by a Social Worker who has special education responsibilities will take precedence to any general education counseling activities.

The number of children served by a School Psychologist who has special education responsibilities will take precedence to any general education responsibilities.

- **RATIONALE:** The state superintendent of schools in 2009 required all districts that had collective bargaining agreements to develop a workload plan in conjunction with the bargaining unit. Our district chose to ignore that mandate. A workload plan was finally developed during the spring of 2011. At that time, it was agreed that special education issues would be channeled through the work load committee that was to meet monthly. That committee has not met since April of 2012. There are numerous workload issues of special education teachers as well as issues pertaining to the impact that the district's inclusion philosophy has placed on the general education classrooms. To this date, most of the concerns have not been addressed. The Association feels that special education needs to be included in the contract.
- The first paragraph is language that was hard won seven years ago. Special education teachers with manageable caseloads do not request a day during the school year in order to complete workload duties. However, with the increase in legal expectations of students' individualized education plans as well as an increase in the number of students on a special education teacher's caseload, these days are necessary.
- ISBE states parameters for special education class sizes as well as stating that the class make up should be considered in regard to severity and/or disability of the individual students within the class. In recent years the district has disregarded these parameters. The language that follows the first paragraph is new language because the state mandates that general education classrooms may not exceed the ratio of 70% general education students and 30% special education students. This is to ensure that special education students are truly being included in a general education setting. General education classes with special education students need the additional support of co-teachers and/or paraprofessionals.
- The school year is a contracted number of days and teachers working beyond that number must be compensated at a per diem rate or with extended contract days. In preparation for the beginning of the school year, special education teachers are required by law to provide all of a student's teachers with that student's particular needs and accommodations.
- The District's special education teachers are expected to perform the duties of both a general education teacher and a special education case manager. This workload is extensive and when additional case management duties become necessary the Association recognizes that those teachers should be compensated for the extra work.
- **COST:** 24 Para-professionals at \$11,000 + benefits; 7 additional teachers at \$32,000 + benefits; \$20,000 miscellaneous cost (ex. Printers to maintain student confidentiality)
- **BOARD RESPONSE:** Rejected new language 9.18 and deleted the old 9.14 language

Language proposed by the Board

9.19 (new) Dress Code

Reject Board Proposal of 11/26/2012

Board Language Proposal: The Administration may establish a teacher dress code after consultation with the Association.

- **RATIONALE:** The Association rejects this language because the teaching professionals in the District do not need guidance on appropriate dress. The proposed language allows the Administration to impose any standard of dress desired.
- **COST:** All costs for this proposal would fall on individual members with no cost to the Board.

Article III Association Rights and Responsibilities

The parties have reached agreement on the following sections of Article 3:

Explanation of Agreement: Retain current contract language

Association Announcement and Right of Use: Retain existing contract language

Posting of Association Announcements: DEA accepted Board proposal of 12/17/2012

Professional Teaching Personnel: Retain existing contract language.

Association Work Area Requests: Retain existing contract language.

Fair Share: Board accepted DEA proposal on 6/14/2012

Notice of Change in Board Policy: Board accepted DEA proposal on 12/17/2012

Professional Relations Committee: Board accepted DEA proposal on 9/11/2012

Association Proposals for remaining sections in Article 3

Language proposed by DEA

3.2 Association Leave The Association will be allowed a total of ~~nine (9)~~ 12 days per year for Association business and representation. These days may be used to send representatives without loss of salary to state and national Association related ~~meetings-events~~. If the Association deems it necessary to use any additional ~~three (3)~~ days, the Association will reimburse the District the cost of the substitute for those days.

DEA is dropping the following proposed language if BOE agrees to 12 Association days: The Association President will be given district paid 40-45 minute release time daily, to be at the same time every day and mutually agreed upon by Dist. #170 and the Association President, in order to conduct Association business.

- **RATIONALE:** The Association is proposing to pay for 3 additional release days per year for representation at the state level to advocate for fair school funding in Illinois and programs for our students.
- **COST:** Three days of substitute pay at \$83.00 per day TOTAL: \$249.00
- **BOARD RESPONSE:** Retain existing language

Language proposed by DEA

3.6 **Information Access.** The District will provide the Association with notification of all Board meetings, agendas, detailed minutes, policy recommendations, treasurer's reports, and any other information necessary for conducting the business of the Association as such information relates to salary, benefits, and terms and conditions of employment at the same time as the Board members receive same. The Association shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the District, including **but not limited to** the annual financial statement audit and adopted budget. In addition, the Board and administration will grant reasonable requests for any other ~~readily available and pertinent~~ information which may be relevant to negotiations and/or grievances and ~~which does not constitute the Board's or its representatives' work product in handling such negotiations and/or grievances. Nothing herein shall require the central administrative staff to research and assemble information.~~ The Association is not covered and nor does it have to comply with the Open Meetings Act or the Freedom of Information Act. The Association is not a public employer.

- **RATIONALE:** The Association maintains this proposal because information access is critical for school district transparency and checks and balances.
- **COST:** There is no cost value for this language.
- **BOARD RESPONSE:** Retain existing language

Language proposed by DEA

3.12 DEA Member DEA/IEA/NEA Duties Any DEA member that is serving the IEA or NEA in the performance of duties will be allowed IEA/NEA days to perform his/her duties during a school day. The IEA Region will reimburse the district the cost of the substitutes for those days.

- **RATIONALE:** The Association proposes this language because member involvement in the statewide organization is critical to keep abreast of important educational issues in much the same way that school board members are involved at the statewide level of their Association.
- **COST:** There is no cost value for this language as the Illinois Education Association reimburses the District for the cost of substitute teachers.
- **BOARD RESPONSE:** Reject

Article VI Tuition Reimbursement

Language proposed by DEA

6.1 Tuition Reimbursement. ~~Any teacher is~~ **All teachers are** eligible for reimbursement for approved college credit to a maximum of six (6) semester hours per year. Teachers ~~with less than a Master's degree~~ will be eligible for reimbursement up to ~~\$950.00 (06-07); \$1,050 (07-08); \$1,150 (08-09); and \$1,250 (09-10) per school year.~~ **\$2000 (2012-13). This amount will increase by \$500 each year thereafter.** Teachers ~~with a Master's degree~~ will be eligible for up to ~~\$550.00 (06-07), \$650 (07-08), \$750 (08-09), and \$850 (09-10) per school year.~~ The following criteria must be met:

A. All courses, graduate or undergraduate, **which will be used for salary advancement and/or reimbursement** must have prior written approval from the Superintendent or his/her designee. ~~All teachers who expect college reimbursement must submit two copies of the Request for Approval of College Courses form (see Appendix F) to the Superintendent at least one week before requesting for the course. The original copy will be returned to the teacher following action by the Superintendent who will retain a copy. This form should also be submitted for workshops for which college credit is granted.~~ **Approval for more can be granted, but there will be no reimbursement for such hours.**

B. **Courses must be completed and grade report submitted to Central Office prior to June 30 in order to be eligible for that fiscal year's reimbursement.**

C. **The reimbursement level will be determined according to the fiscal year in which the class starts concludes.**

~~B. Teachers with less than a Master's degree: Courses must be part of a Master's Degree program which is relevant to the teacher's current instructional area and must be taken from a college or university with an undergraduate teacher preparation program which leads to state teacher certification upon graduation or from a community college whose courses are transferable to such a college or university.~~

~~Teachers with a Master's degree: Courses must be taken which are relevant to the teacher's current instructional area from a college or university with an undergraduate teacher preparation program which leads to state teacher certification upon graduation or from a community college whose courses are transferable to such a college or university.~~

E. D. Courses must be taken from a college or university with an undergraduate teacher preparation program which leads to state teacher certification upon graduation or from a community college whose courses are transferrable to such a college or university.

G. E. No reimbursement will be provided when grade equals "C", "D", or "F".

D. F. An employee must be in active pay status, at least a half-time regularly employed teacher, and not on any type of leave including temporary disability. Eligible part-time employees will be reimbursed proportionally to their percentage of full-time equivalency.

E. G. No reimbursement shall be given for a course taken with the use of a tuition waiver unless the waiver was granted to that individual for supervising a student teacher.

F. H. Credits earned after earning a Bachelor's degree or Master's degree, but prior to earning state teacher certification, do not count toward movement on the salary schedule.

I. An unofficial grade card or an online grade confirmation (Official transcripts are required only when asking to be moved on the salary schedule) must accompany the "Instructional Expense-College Reimbursement" form.

J. A receipt of payment (cancelled check, credit card statement, or a statement from the college/university showing charges and payments made) must accompany the "Instructional Expense-College Reimbursement" form.

- **RATIONALE:** The quality of teaching that a District provides for its students directly impacts student achievement. The Association believes that the District and the teachers must be partners working together to ensure that teachers are pursuing the ongoing education and professional development that is necessary to ensure quality teaching and maintain teaching credentials. Teachers, as educational professionals, should have the flexibility of determining what educational and professional growth opportunities will have the most positive impact on their performance in the classroom
- **COST:** \$2000.00 for each teacher who is currently continuing his/her education. Not every teacher will request tuition reimbursement. The Association has decreased the amount from the original proposal of \$4000 per year.
- The \$500 yearly increase is to keep pace with increasing college tuition costs.
- **BOARD RESPONSE:** Diminish existing language.

Language proposed by DEA

6.2 Tuition Lottery. If a cooperating teacher does not use a tuition waiver, the steps listed will be followed in descending order:

~~1. The waiver will be offered to any teacher in the same building with less than a Masters degree. (By Lottery)~~ **All district teachers will be notified by central office about available tuition waivers.**

~~2. The waiver will be offered to any District teacher with less than a Masters Degree. (By Lottery)~~ **All requests for tuition waiver use must be in writing for participation in tuition waiver lottery.**

~~3. The waiver will be offered to any District teacher in the same building. (By Lottery)~~ **The waiver will be offered to any District teacher (By Lottery with a DEA representative present during lottery drawing).**

~~4. The waiver will be offered to any District teacher~~ **certified educational support staff. (By Lottery)**

~~5. The waiver will be offered to any District administrator. (By Lottery)~~

~~All requests for tuition waiver use must be in writing.~~

- **RATIONALE:** The Association proposes this language change because it is a fairer way to distribute tuition waivers
- **COST:** This language has no cost value
- **BOARD RESPONSE:** Retain existing language.

Language proposed by DEA

6.3 CPDU Reimbursement. The Board will reimburse all teachers who are working on CPDU's or other mandates required for state certification all expenses (registration, travel, meals, lodging, substitute teachers if applicable) not to exceed the dollar amount equivalent to college credit. These days are professional development days and are not to count against sick or personal days. Workshops, conferences, seminars, district initiatives, etc. will not be counted against an individual teacher's reimbursement dollars should attendance be required by the administration.

- **RATIONALE:** (CPDU stands for "Continuing Professional Development Units") The Association proposes this language because the state requires CPDU's to maintain certification. In the past the District offered numerous in-house opportunities to earn CPDU's. The District has decreased such opportunities.
- **COST:** Cost is difficult to determine because the cost of CPDU activities varies. Not every teacher will request CPDU reimbursement.
- **BOARD RESPONSE:** Reject DEA proposal.

Article VII Summer School

Language proposed by DEA

7.1 Assignments and Hourly Rate. Teaching positions in the summer school program shall be filled by current District 170 teachers. Teachers from the previous summer, subject to satisfactory evaluation, shall be given first rights of refusal for positions. Remaining positions shall be posted.

If there are more qualified applicants than jobs to be filled, the DEA would be involved in the summer school lottery to fill those positions. Also, if there is available an afternoon and morning session, then those positions will be filled by the first drawn from lottery.

In the event that a summer school teaching position cannot be filled by a District 170 teacher, that position may be filled by a certified person other than a District 170 teacher. The Association agrees that no other provision of this Agreement shall be construed to apply or pertain to any summer school program, and provided that this shall not imply any obligation or responsibility of the Board to conduct summer school. The hourly rate for FY 2006-2007 ~~2012-2013~~ will be ~~\$29.50~~ **\$35.00**; for FY 2007-2008 ~~2013-2014~~ ~~\$30.50~~ **\$37.00**; for FY 2008-200 ~~\$31.50~~; and for FY 2009- ~~\$32.50~~ **and to increase by \$2.00 each year for the length of the contract.**

- **RATIONALE:** The Summer School program is grant funded at the elementary and middle school level and tuition funded at the high school level. DEA proposes \$2.50 increase per hour for 2013 and a \$2.00 per hour increase each remaining year of the contract. This increase is fairly consistent with previous year's increases for summer school pay. The cost has been frozen at the 2009-2010 rates for the past two years. This cost increase would be built into the grant. The District is not obligated to offer summer school.
- **COST:** The cost value of this proposal is \$2120.00
- **BOARD RESPONSE:** The District has proposed decreasing hourly pay from \$32.50 to \$25.00 per hour.

7.2 No Denial of Fringe Benefits: DEA proposes to retain existing language

- **BOARD RESPONSE:** The Board proposed to delete all existing language that has been in the collective bargaining agreement for many years and offers no rationale for the deletion.

Article VIII Assignments

The parties have reached agreement on the following sections of Article 8 :

Special Services Personnel/Traveling Specialists: Retain existing contract language

Association Proposals for remaining sections in Article 8

8.1 Notice of Assignments. Notice of new assignments for the next school year shall be given to teachers by June 15. If the teacher's assignment is changed after such date, notice shall be given to the teacher as soon as possible prior to the beginning of the school year **except as mutually agreed upon by the Association and the Board.** Teachers so affected shall be given the opportunity to consult with the principal to whom he or she is assigned concerning his/her new assignment. If the Board is to vote on any assignments, the teacher shall be notified of the proposed assignment prior to Board action. Every reasonable effort shall be made to ensure that the new or changed assignment be kept confidential until the teacher is notified of the new or changed assignment. **An employee may be allowed to resign without penalty if change in building assignment is not acceptable to him/her.**

- **RATIONALE:** The Association proposes this language because of recent decisions to move two teachers from the high school to the middle school mid-year even though the Board was fully aware for two years that two retiring teachers would need to be replaced at the middle school. This change in assignment resulted in a diminished level of services for high school students due to fewer class offerings. Movement of a high school guidance counselor to the middle school resulted in a loss of guidance services to students. The leave of absence of one of the two remaining counselors has left the high school with one guidance counselor for 800 students for over three months. This counselor/student ratio grossly exceeds accepted recommendations.
- **COST:** There is no cost value for this proposal.
- **BOARD RESPONSE:** Retain existing language

8.2 Vacancies(new language) Re-submit DEA proposal of 12-17-2012

The Board shall notify all teachers by email of any vacancies in the bargaining unit. A vacancy shall mean any permanent opening in any bargaining unit position which exists because a position has been newly created or because the individual formerly holding the position has retired, resigned, been dismissed or accepted position outside of the bargaining unit. Any teacher may apply for any position by submitting an application to the appropriate administrator as indicated in the posting. A vacancy shall not include a mere redeployment of staff due to a reduction in force. Any qualified teacher who applies for such vacancies shall be interviewed and considered for the position.

- **RATIONALE:** The Association believes that ensuring that all internal candidates have the opportunity for an interview will help promote quality in hiring. During the past two years positions have been filled without Association members' knowledge that the positions were vacant. Some qualified teachers who applied for positions were not granted interviews. The Association agrees to drop Differential Vacancies (currently 8.4) if the above 8.2 Vacancies language is accepted by the Board.
- **COST:** There is no cost value to this proposal
- **BOARD RESPONSE:** The Board has offered a counter

8.4(new) 8.3 (old) Adding/Deleting/Modifying Differential Positions

- Retain existing language regarding adding and deleting

Article X – Leaves of Absence

The parties have reached agreement on the following sections of Article 10:

Family Leave: No change proposed by either side

Military Leave: No change proposed by either side

Unpaid Extended Sick Leave or Personal Leave: Accept the Board proposal of 10/15/12 to retain existing language.

Professional Leave: accept Board's counter of 10/15/12 to retain existing language.

Advanced Study Leave: Board accepted DEA proposal of 9/11/12 concerning grammatical changes on 10/15/12.

Association Proposals for remaining sections in Article 10

10.1 Sick Leave. Each teacher shall be granted fifteen (15) sick leave days with full pay for the school year. Unused Sick Leave shall accumulate to 360 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household **or birth, adoption, or placement for adoption.** Members of the "immediate family or household" shall include: parents; spouse; brothers; sisters; children; **sons-in-law; daughters-in-law;** grandparents; grandchildren; parents-in-law; brothers-in-law; sisters-in-law; and legal guardians. The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the teacher's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal illness, the school board shall pay, from school funds, the expenses incurred by the teacher in obtaining the certificate.

~~Sick leave shall include maternity directly related to birth and medical reasons associated with birth.~~ Unused personal days shall accumulate as sick leave days at the end of each school year. Sick leave may be used only in half-day or full-day increments. **At the end of each school year, every employee who has used no more than five (5) sick days will receive one extra day added to the next year's sick leave allotment for a total of 16 days.**

- **RATIONALE:** The Association proposes this language for the following reasons:
 - Our members consider sons- and daughters-in-law part of their immediate family.
 - Maternity/Paternity leave is addressed in the first paragraph.
 - The Board has a concern about employee use of sick leave. The Association is proposing an incentive for minimizing the use of sick leave because it is in the best interest of the students for teachers to be present in the classroom.
- **COST:** The cost value of this proposal is difficult to quantify.
- **BOARD RESPONSE:** The Board has offered a counter that eliminates the Association proposed changes.

10.2 (new) 10.11 (old) Personal Leave. A full-time teacher will receive two (2) days of personal leave per year. A half part-time teacher is eligible for one (1) days of personal leave per year. Such personal leave days shall be used only for business or family matters that require the teacher's presence during the school day and are of such nature that they cannot be transacted at another time, such as on the weekend, after school hours or during vacation periods. Notification of such leaves shall be submitted to the Superintendent at least two (2) calendar days in advance of the absence, except in cases of emergency when the explanation may be submitted after the absence. ~~The day immediately preceding or immediately following a legal holiday and a school vacation period, or the first and last day of each~~

~~semester, shall not be recognized as a personal leave day, except in cases of emergency or extenuating circumstances of a personal nature which the Superintendent determines to be legitimate and require such absence. Unused personal days shall accumulate as unused sick days at the end of each school year. Unused personal days at the end of each school year shall accumulate to (4) four personal days. Any personal days beyond the maximum of (4) four shall accumulate to sick leave days.~~

- **RATIONALE:** The Association proposed this language for the following reasons:
 - The language addressing a day immediately before and after holiday, school breaks, etc. is not being applied consistently.
 - Some important personal situations require more than two days.
- **COST:** There is no cost value for this proposal
- **BOARD RESPONSE:** Retain current language

10.3 Situational Leave. A full-time teacher will receive two (2) days of situational leave per year. A part-time teacher is eligible for one (1) day of situational leave per year. Such situational leave days shall be used only for conditions beyond the control of the teacher. Unused situational days shall accumulate as unused sick days at the end of each school year.

*****CONDITION:** If the Board accepts the DEA proposal for **10.2 Personal Leave**, DEA will withdraw **10.3 Situational Leave**.

- **RATIONALE:** The Association proposes this language to address emergency situations.
- **COST:** The cost value of the proposal is difficult to calculate because not all teachers would use situational days: \$83.00 per day for a substitute teacher.
- **BOARD RESPONSE:** Reject

Language proposed by DEA:

10.4 (new) 10.12 (old) Bereavement Leave

Absences due to the death of a person(s) who does not fit into the definition of allowable categories of immediate family shall be **considered legitimate use of sick leave**. ~~considered on a case by case basis upon presentation to the Superintendent. No one case shall be precedent setting and said decision shall be excluded from the grievance and arbitration procedure.~~

~~Absences due to the death of persons other than immediate family members shall be considered as regular sick leave if approved by the Superintendent.~~

- **RATIONALE:** The Association proposes this language because teachers often lose loved ones that do not fall into the category of "immediate family". Existing language discourages consistent application of the language.
- **COST:** The cost value of the proposal is difficult to calculate because not all teachers would use situational days: \$83.00 per day for a substitute teacher.
- **BOARD RESPONSE:** Reject and retain existing language

Language proposed by DEA:

10.6 (new) Maternity/Paternity Leave

An employee is entitled to use all accumulated sick leave in the first year of a birth or adoption of a child.

- **RATIONALE:** The Association proposes this language because education professionals promote and encourage the importance of parental bonding.
- **COST:** The cost value of this proposal is the use of existing sick leave

- **BOARD RESPONSE:** Reject

Language proposed by DEA:

10.7 (new)10.3 (old) **Sick Leave Bank.** The Board shall establish a Sick Leave Bank for the teachers in the District to be used solely for a teacher's own personal illness. The Board agrees to add two hundred-forty (240) days each year.

Any teacher employed in the District shall be entitled to draw sick leave days from the Bank for his/her own personal illness, provided the teacher has used all his/her accumulated sick leave days and has been absent from school for at least thirty (30) school days for the same illness. The maximum number of any days that can be granted to a teacher is one hundred (100) days per illness. In no case will the granting of leave from the Bank cause a member to receive more than his or her annual salary. Sick Leave may not be granted for the period of disability when monies are paid to the teacher under the Worker's Compensation Law. Time spent on such sick leave days shall be considered as continuous service.

A Sick Leave Committee will be established to act as the governing body for the administration of the sick leave bank. The Committee shall consist of two (2) teachers named by the Association, and an administrator named by the Board. The Sick Leave Bank Committee shall have the responsibility of reviewing member applications, initially verifying the validity of applications, recommending approval or denial of the applications, and communicating its recommendation to the teacher and the Superintendent's office. The Committee shall also maintain the records of all applications and use of the Sick Leave Bank. The Committee shall develop rules of procedure for administration of the Sick Leave Bank and annually review the guidelines.

In the event that all days in the sick leave bank are exhausted the Association may request that members be allowed to donate one sick day per member in any given year. Donated sick days that are unused will be counted separately from the two hundred forty (240) yearly allotments in subsequent years and will not diminish the District's contribution. No member shall be obligated to donate a sick day to the bank.

The Superintendent shall have the responsibility to maintain records of the status of the bank to verify information regarding the personal illness of the teacher and to make the final decision on the application. The Superintendent shall report the status of the Sick Leave Bank and any decision upon the request of the Committee. The Superintendent shall provide to the Committee, upon its request, any data the District has maintained in its file with regard to the usage of the Sick Leave Bank.

Application for use of the bank shall be submitted in writing to the Sick Leave Bank Committee. The application must be accompanied by a physician's statement confirming the application. If an application is for other than consecutive days of illness, a separate application including a physician's statement should be submitted for each separate period of illness. If a member does not use all of the days granted, the unused days will be returned to the bank.

All requests to draw upon the Sick Leave Bank must be made in writing and submitted to the Committee at least thirty (30) calendar days prior to the teacher's anticipated use of the Bank. (Note: In extreme and unusual cases, exceptions may be approved.) Granting of leave shall be made in units of no more than thirty (30) consecutive days. After a member has drawn and used thirty (30) consecutive sick days the member may apply for more days and shall be required to have a physician's report.

A member submitting an application may be required to undergo a medical review by a physician. The physician's report is to be sent directly to the Superintendent before he or she may approve the member's application for an additional grant from the Sick Leave Bank.

The existence of the Sick Leave Bank does not negate or eliminate any other sick leave policies of District #170 nor does it in any way negate a member's right to other sick leave benefits included in this Agreement.

- **RATIONALE:** The Association proposes this addition to the current language to ensure that days will be available to members in need.
- **COST:** No additional cost value to the District since the members are donating days.
- **BOARD RESPONSE:** The Board given no rationale for its proposal to eliminate the sick leave bank by deleting contractual language that has been in the contract for many years.

Language proposed by DEA:

10.6-10 National Guard/Military Reserve Leave. If a teacher must attend National Guard or Military Reserve encampment, or participate in National Guard emergency duty **or deployment**, ~~after making his best efforts to reschedule any such requirements,~~ the teacher will be granted a leave of absence and paid the difference between his/her regular salary less that amount which he/she received from the government for each school day spent in required government service., ~~up to a period of two (2) weeks in any one school year.~~ If a teacher is required to serve for more than two (2) weeks during a school year, the teacher may request the Board to make up the same difference in pay for the additional period. **The teacher's dependents will continue to receive all fringe benefits at the rate the employee paid prior to service. Upon return from such service the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such service.**

- **RATIONALE:** The Association proposes this language to ensure that teachers who are engaged in active military service and sacrifice for our country do not suffer any undue financial hardship.
- **COST:** The cost value of this proposal is difficult to calculate.
- **BOARD RESPONSE:** The Board has offered no rationale for rejecting the Association's proposed language and deleting the existing language.

10.13 (new) 10.9 (old) Insurance Leaves of Absence

- Retain existing language.
- **BOARD RESPONSE:** The Board given no rationale for its proposal to delete this language.

10.14 (new) 10.10 (old) Reinstatement

- Retain existing language.
- **BOARD RESPONSE:** The Board given no rationale for its proposal to delete this language

Article XI – Reduction of Teachers

The parties have reached agreement on the following sections of Article 11:

Reduction-In-Force: DEA accepted Board proposal of 11/5/2012

Recall Procedures: DEA accepted Board proposal of 11/5/2012 (accepted same on 6/14/120

Seniority List: Retain existing language

Association Proposals for remaining sections in Article 11

Language proposed by DEA

11.2 Seniority Definition. Retain current language.

- **RATIONAL:** The Association proposes to retain the current language because the method for determining seniority dates back to 1983. There has been no statutory change to for determining seniority. Changing the existing language could cause necessary shifting of the seniority list already in place. The Board **proposed to retain** current language on **6/21/12**. On 11/5/12 the

Board deleted existing language. The Association was working with the understanding that 11.2 was no longer in dispute and views the Board's responses regressive.

- **COST:** There is no cost value for this proposal
- **BOARD RESPONSE:** Counter proposal that changes its original proposal to retain the language.

Language proposed by DEA

11.3 Seniority Tie Breakers. If years of continuous teaching service in the District are equal, then the following tie-breakers will be used to determine which teacher is more senior.

1. Earliest date of employment by Board action.
2. Highest educational position on the salary schedule.
3. Length of total teaching experience
4. Draw lots.

- **RATIONALE:** The Association proposes this language after careful consideration regarding what is a fair procedure. Early in negotiations the Board stated that the Association could determine the tie-breaker procedure. Since that time the Board has continued to counter the Association proposals with changes.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board continues to offer rejections and counter proposal despite the fact that the Board stated early on that the Association was free to choose whatever procedure it deemed appropriate.

Language proposed by DEA

11.6 Joint RIF Committee. The Board and Association convene a joint committee for the purpose of initiating and monitoring the reduction-in-force procedures. The committee shall be made up of six (6) members divided equally between Board and Association members. The Association and Board shall select their own members to the committee and each shall designate one of their members as co-conveners. The co-conveners shall establish the agenda and meeting times of the committee. The committee shall establish the criteria for moving individuals from Group 2 into Group 3 and any alternate definition of placement into Group 4. The committee shall convene its first meeting by December 1 of each school year. If no agreement is reached, statutory definition of Groups 2 and 4 will govern. Placement parameters shall be determined by February 1 of each year in order to affect RIF sequencing for that Spring. The committee shall also monitor the evaluation rating trends in the District and shall prepare an annual report for the School Board and Association. Any member of the committee may request and receive the past two (2) evaluation ratings of any employee in the District as well as that employee's length of service. All decisions of the committee shall be by majority vote.

- **RATIONALE:** The Association proposes this language as a checks and balance procedure to ensure the statutory process is followed.
- **COST:** There is no cost value for this proposal
- **BOARD RESPONSE:** Reject

ARTICLE XII Payroll Deductions

The parties have reached agreement on the following sections of Article 12:

- 12.1 **Voluntary Payroll Deductions:** Retain existing language
- 12.2 **Deductions Allowed:** Retain existing language
- 12.3 **Tax Sheltered Annuity:** Retain existing language

Association Proposals for remaining sections in Article 12

Language proposed by DEA

12.4 Paycheck Distribution. Paychecks shall be distributed **by direct deposit** on or before the ~~25th~~ **11th day and 25th day** of the month, except when the pay period occurs during a school holiday or weekend. At that time, it shall be distributed on the last school day ~~of the month~~ **prior to the school holiday or weekend. Paper payroll checks will continue for current teachers who currently receive paper payroll checks. Future teachers employed must take direct deposit.**

- **RATIONALE:** The Association proposes this language because other employees in the district are paid twice per month. Getting paid once a month creates hardship for new teachers as they will not receive their first paycheck until after six weeks of work.
- **COST:** The cost value of this proposal is the cost of running one additional payroll per month.
- **BOARD RESPONSE:** Counter proposal

ARTICLE XIII Salary and Compensation

The parties have reached agreement on the following sections of Article 13:

13.8 Optical and Dental Insurance: Retain existing language

13.11 Travel Reimbursement: Retain existing language

Association Proposals for remaining sections in Article 11

The entire Association proposal for Article 13, which deals with compensation and benefits, is the Association's first counter to the Board's initial salary proposal. The Board has since offered no change in their position since their proposal for Article 13 was submitted in November. The Association is willing to negotiate with the Board, but the Board must be an active participant in the process.

Language proposed by DEA

Propose salaries to increase by 4% new money on the previous year's salary schedule. The increase will occur in all cells for each of the successive years of a five-year contract. The increase begins with the 2011-12 salaries.

13.1 Salary Schedules. The salary schedules for the ~~2006-07, 2007-08, 2008-09, and 2009-10~~ **2012-13, 2013-14, 2014-15, 2015-16, and 2016-17** school years are contained in Appendices A, B, C, D and E attached hereto.

- **RATIONALE:** Association's proposal reflects the fact that the Association proposed and agreed to a soft freeze for the 2010-11 and 2011-12 school years. The soft freeze added no new money on the salary schedule and 31% of the teachers received only a one time \$300 or \$500 payment due to their position on the salary schedule. The Association's proposal represents movement from the initial proposal. The Board has offered no movement on compensation since its initial proposal.
- **COST:** One-time adjustment to salary schedule: \$12,000. New money on salary schedule: 2012-13: \$306,000.00, 2013-14: \$318,240.00, 2014-15: \$330,970.00, 2015-16: \$344,208.00, 2016-17: \$357,977.00.
- **BOARD RESPONSE:** Reject and propose no salary increases for two years and changes in the current salary schedule that are regressive.

Language proposed by DEA:

13.2 TRS and THIS Contributions. The Board agrees to pay **the full amount of the teacher's contribution plus the board required contribution of** the State of Illinois Teachers' Retirement System ("TRS") **or the replacement thereof** ~~9.8901% of the teacher's compensation as set forth in Appendices A, B, C, D and E toward the teacher's required contribution to TRS in the 2006-07 school year and 10.3753% for the 2007-08, 2008-09, and 2009-10 school years. Teachers currently receiving the 0.8% for~~ **and the Teacher Health Insurance Security ("THIS"). shall continue to receive such benefit under each year of the new contract and beginning with 2007-08, all teachers who have started their 20th year of District creditable service or more shall also receive such benefit. In the event a state law requires a change in TRS percentage for teachers, the board agrees to pay the difference between the reduced TRS percentage and the maximum percentage paid for any teacher. This difference shall be placed in an individual 403b account controlled by the teacher(s).**

- **RATIONALE:** In previous contracts teachers have taken other financial concessions to maintain the full TRS for all teachers and THIS contribution for teachers employed for 20 years or more in the District. The Association proposes this language because historically the Board has contributed the full cost of the TRS and THIS contribution.
- **COST:** No additional cost at this time for the TRS contribution. The additional cost of the THIS amount is approximately \$40,000 for the teachers for whom the District does not currently contribute.
- **BOARD RESPONSE:** Reject and retain existing language

Language proposed by DEA:

13.3 Differentials. The differential schedules are attached as Appendix ~~E~~ **F**. The number of positions in each sport or extracurricular activity shall be determined by the Board.

- **RATIONALE:** The Association proposes changes to the differential stipend schedule to reflect the amount of time that teachers spend on duties and activities outside of the workday that are not reflected on the schedule which now currently focuses on coaching and advisor duties.
- **COST: If all positions are filled** there will be a \$184,000 increase due to the addition of new positions and an increase in current compensation which has not occurred for three years. **The Board decides what positions will be filled each year.**
- **BOARD RESPONSE:** Reject and offered a regressive counter

Language proposed by DEA:

13.4 Teaching Experience Credit. Teaching experience will be granted under the following conditions:

A. Teaching experience credit shall be granted on the salary schedule for complete semesters of teaching experience, which required a state teaching certificate, outside or in Dixon District #170 in units of one year. Such teaching experience must be contractual; credit is not granted for long term substituting without a contract. **For each year of creditable service, the teacher will move down one cell on the salary schedule and also may move over a lane, depending on education completed.**

B. Beginning with teachers first employed by the District for the 1994- 95 school year, the maximum experience allowable on the salary schedule for teaching experience outside the District is twelve (12) years.

C. The Board upon the recommendation of the Superintendent may make exceptions to the rule of complete semesters for experience within the District by granting teacher experience credit for less than a complete semester.

D. One year of teaching experience shall be given for two (2) semesters teaching experience regardless of the time lapsed between the semesters.

E. A teacher who teaches one-half (1/2) days or half-time on a full year contract shall be moved to the next highest level on the salary schedule for the following year for teaching one-half (1/2) days, half-time or full-time.

F. No additional experience credit shall be allowed for teaching on a twelve month contract.

G. "Semester" shall be determined by the District in which the teacher taught.

- **RATIONALE:** The Association proposes this language as clarification of the current practice.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Reject and propose removing item "B"

Language proposed by DEA:

13.5 Tutor Rate. A tutor shall be paid an hourly rate of ~~\$24.00~~ **\$35.00** for 2006-2007 **2012-13**; and ~~\$25.00~~ **\$36.00** for 2007-2008 **2013-14**; ~~\$26.00~~ **\$37.00** for 2008-2009 **2014-15**; and ~~\$27.00~~ **\$38.00** for 2009-2010 **2015-16**. The Board shall pay TRS contributions in addition to this amount. **Any teacher who is scheduled to work, and reports for work, and is told he or she is not needed for the tutor duty shall receive a minimum of one hour of pay.**

- **RATIONALE:** The Association proposes an increase for this rate to reflect the practice of increases prior to the 2010-11 school year. This rate has not been raised for three years.
- **COST:** The bulk of tutoring costs are claimed under special education reimbursement funds.
- **BOARD RESPONSE:** Reject and decrease the current hourly amount

Language proposed by DEA:

13.6 Event-Related Duties. When teachers are used to perform event-related duties, they shall be paid (per hour) - ~~\$16.00~~ **\$20.00** for 2006-2007 **2012-13**; ~~\$16.50~~ for 2007-2008; ~~\$17.00~~ for 2008-2009; and ~~\$17.50~~ for 2009-2010 **to increase by \$1.00 each year thereafter of the contract.** Any teacher who is scheduled to work, **and reports for** ~~shows up to~~ work, and is told he or she is not needed for the duty **or that the event has been cancelled**, shall receive a minimum of two hours of pay ~~for showing up.~~ **Any additional time will be paid on a minute by minute basis.** All extra duty assignments by teachers shall be voluntary. Teachers will be asked before non-DPS employees. ~~Non-DPS employees currently performing event-related duties shall be allowed to continue to perform such duties in accordance with past practice. Any teacher who submits a false time record in support of a request for payment for an extra duty assignment shall waive his or her right to payment for such assignment and shall be ineligible for future extra duty assignments.~~

- **RATIONALE:** The Association proposes yearly increases in the hourly pay that reflect past contract increases.
- **COST:** Hourly increases in each year of the contract based on the District's need.
- **BOARD RESPONSE:** Reject and require each teacher to work two events with no compensation or pay the District \$70.00 in lieu of working the two events. This basically means that teachers would be paying themselves or other individuals to work at school events.

Language proposed by DEA:

13.7 Health Insurance. Effective the first day of the school year, the Board shall offer a group health insurance plan. The employee will have the option to purchase health insurance coverage at the following monthly rates:

Single

Family

06-07	\$50	\$88
07-08	\$34	\$105.60
08-09	10% of COBRA rate not to exceed \$50	12% of COBRA rate not to exceed \$130
09-10	10% of COBRA rate not to exceed \$50	12% of COBRA rate not to exceed \$150
12-13	10% of COBRA rate	12% of COBRA rate not
13-14	not to exceed \$50	to exceed \$150
14-15		
15-16		
16-17		

The plan will contain a \$500 deductible per family. The Board shall pay 80 percent of the first \$3,000 per individual excluding the deductible and 100% of the balance to a maximum lifetime benefit of \$2,000,000. The health insurance plan shall contain cost containment features concerning weekend (Friday-Saturday) admissions and second opinions for non-emergency surgeries, provided the patient has his choice of doctors and the additional opinions are paid for under the health insurance plan. The Board shall also provide a life insurance and accidental death and dismemberment plan of \$20,000 for all certified personnel.

Pre-Certification Program: Beginning with the 1991-92 contract year, when a covered employee or his/her dependent is admitted to a hospital, he/she must comply with pre-admission procedures. Failure to meet the pre-admission requirements for a hospital admission will cause benefits to be reduced by the application of a \$200 penalty deductible. The resulting co-payment will not be applied toward the employee's out-of-pocket expense minimum.

The Board may provide for all or any such insurance coverage through a self- insurance plan. The types of claims covered with the prior insurance carrier will be identical to those types of claims covered under the self insurance plan or any future carrier.

The employee who has worked the full contract year ~~and is dismissed for reduction in force~~ will have his/her health/life insurance coverage paid by the Board through August 31 or the first day of the ensuing school year whichever comes first.

The Board and the Association, for the duration of this contract, agree there shall be no change for said period of time in the health/hospitalization plan. Life insurance coverage shall be maintained at \$20,000.

- **RATIONALE:** The Association proposes no changes in the current insurance language.
- **COST:** Employees would continue to pay the current rate.
- **BOARD RESPONSE:** The Board has offered a proposal that would drastically reduce employees' compensation. Employees with family insurance coverage would incur over a \$7000 per year decrease in compensation in the first year alone.

Language proposed by DEA:

13.9 Insurance Committee. The parties shall participate in an insurance committee with ~~one two~~ board members, **two DPS employees**, ~~one administrator, and at least two four~~ DEA members and representatives **selected by the DEA President** from DESPA and non-certified employees; the number which shall be established by agreement of all groups. The committee will meet at least once every quarter with the purpose to: obtain and review documents necessary to monitor the health plan such as **but not limited to** renewal rate projections; ~~explore additional types of insurance coverage review and~~ **monitor contractual obligations entered into by the Board of Education for the purpose of**

insurance; and make recommendations to the Board regarding health insurance plans and coverage.

~~By April 1, 2007 the parties will have established a training date for the insurance committee.~~

- **RATIONALE:** The Association proposes this language to reflect concerns about the make-up and the purpose of the committee. The Association will offer a future proposal to reflect all the groups that currently participate on this committee.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Reject and retain current language.

Language proposed by DEA:

13.10 Work-Related Injury. ~~Absence due to a duty-connected injury shall not be deducted from the teacher's sick leave for the first thirty (30) working days following such injury. Payment during said thirty (30) day period shall be based upon full salary less a credit to the District for any payments received by the employee for income benefits under the Illinois Workers' Compensation Act.~~ **When a teacher suffers an injury or illness that occurs on District property or during the performance of work-related duties, which causes that teacher to be absent, that teacher shall continue to receive his/her full compensation for the first thirty (30) work days of such absence. The teacher will not have to use any sick days for this period of absence. However, the District may offset the "regular full compensation" by the amount the teacher otherwise receives under the Worker Compensation insurance.**

- **RATIONALE:** The Association proposes this language because teachers should not have to use accrued sick leave for work related injuries.
- **COST:** Cost value is difficult to determine.
- **BOARD RESPONSE:** Reject and delete current language as well.

Language proposed by DEA:

13.12 Internal Substitution Rate. A teacher who substitutes for another teacher shall be paid \$40.00 per period.

- **RATIONALE:** The Association is proposing to maintain the current language and compensation. Teachers are giving up individual planning time to do internal subbing.
- **COST:** No cost value for this proposal
- **BOARD RESPONSE:** Board proposes to reduce the hourly compensation by 37.5%.

Language proposed by DEA:

13.13 Internal Substitution Rate When Assignment Limit is Exceeded. A teacher shall be paid one-twelfth ~~sixth~~ ^{sixth} (1/12th 6th) times the instructor's base teaching salary for each semester class assignment that exceeds the limits established in Section 9.57. **Only tenured teachers will be considered for these positions.**

- **RATIONALE:** The Association proposes this language due to the increased workload of an extra class. In addition, the Association has concerns regarding probationary teachers taking on the responsibility of an extra class during their first years of teaching.
- **COST:** The cost value would vary from year to year.
- **BOARD RESPONSE:** Reject and offer a decrease in compensation percent.

Language proposed by DEA:

13.14 Professional Meetings.

a. Any certificated person may attend conferences, workshops, and other meetings when ~~the Superintendent~~ **an Administrator** believes such attendance could be of value to the staff member, the District, or the community. The ~~hourly~~ rate for attendance at said **conferences, workshops, or** meetings ~~during the school year but outside the school day and during the summer~~ **beyond the contract hours** shall be **paid \$25.00/hour for each year of the Agreement.**

b. A "Request for Absence" form (see Appendix G) will be completed by every employee requesting permission to be absent from his/her job for a conference, workshop or other activities even though no travel expenses are requested or no funds are available at the time of the request. All employees must have these requests approved by the principal and the Superintendent or his/her designee in order to attend.

- **RATIONALE:** The Association proposes this language to offer more clarification.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** No response from the board.

Language proposed by DEA:

13.15 Benefit Flex Plan. The mutually agreed upon flex 125 plan that went into effect in the 1992-93 school year will continue for the duration of this contract with the participating employees and the Board each paying ~~50%~~ **100%** of the monthly administrative cost. The dependent care is capped at \$5,000 for 2006-2007 according to federal law. This may increase if the federal law changes. The parties have agreed to cap the medical care at \$5,000 beginning with the 2007-2008 school year. **Any unclaimed monies in the flex plan after March of the following year will be used for staff wellness and/or health related services or programs for employees to be determined by members of the insurance committee.**

- **RATIONALE:** The Association proposes this language to ensure that the money is used to promote health related services for all employees.
- **COST:** Cost increase would be \$2.50 per month for each employee participant.
- **BOARD RESPONSE:** Reject and maintain current language.

Language proposed by DEA:

13.16 Lane Movement. Retain current language

- **RATIONALE:** Longstanding past practice
- **COST:** No increased cost value.
- **BOARD RESPONSE:** Board has offered regressive language.

Language proposed by DEA:

13.17 Replacement Teachers. Retain existing language

- **RATIONALE:** Maintain longstanding past practice.
- **COST:** No increased cost value.
- **BOARD RESPONSE:** Delete longstanding language

ARTICLE XIV Retirement

Association Proposals for remaining sections in Article 14

Language proposed by the DEA

14.1 Retirement Early Retirement Incentive Program

If a teacher meets all of the six eligibility requirements contained in paragraph 1 of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph 2 of this Section.

1. Requirements for Eligibility:

The teacher must have at least 10 years of full-time service as a certified employee in the School District.

The teacher must submit ~~an irrevocable letter of retirement~~ **a notice of intent to retire** to the Superintendent by ~~March 1~~ **June 30**, prior to the school year in which benefits will begin under this program. ~~However, for any teacher who seeks to receive benefits beginning with the 2006-07 school year, such teacher must submit a letter of retirement by April 15, 2007.~~ At the submission of the letter of retirement, the teacher shall submit a TRS statement of benefits or documentation confirming the teacher's total years of service and creditable earnings.

The employee must be at least 54 ½ years old and be eligible to receive a TRS retirement benefit at the time of the effective date listed in the irrevocable letter of retirement.

The Board is not required by statute for any financial AERO obligations resulting from the teacher's retirement imposed by TRS. For example, a teacher who will be 55 years old with 20 years of creditable service on the date of the teacher's indicated date of retirement and has invoked his/her AERO, will not be eligible for the retirement benefits. However, a teacher who is 55 years old with 35 years of creditable service on the date of the teacher's indicated date of retirement will be eligible for the retirement benefits.

The Board will ~~not~~ be obligated to pay a ~~penalty~~ **any additional contribution** imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher who received a salary increase greater than 6% in the three years prior to the year the retirement benefits provided under this Section would begin would not be eligible for the retirement benefits.

1. Requirements for Eligibility:

- a. The teacher must have at least 10 years of full-time service as a certified employee in the School District.
- b. The teacher must submit ~~an irrevocable letter of retirement~~ **a notice of intent to retire** to the Superintendent by ~~March 1~~ **June 30**, prior to the school year in which benefits will begin under this program. ~~However, for any teacher who seeks to receive benefits beginning with the 2006-07 school year, such teacher must submit a letter of retirement by April 15, 2007.~~ At the submission of the letter of retirement, the teacher shall submit a TRS statement of benefits or documentation confirming the teacher's total years of service and creditable earnings.
- c. The employee must be at least 54 ½ years old and be eligible to receive a TRS retirement benefit at the time of the effective date listed in the irrevocable letter of retirement.
- d. The Board is not required by statute for any financial AERO obligations resulting from the teacher's retirement imposed by TRS. For example, a teacher who will be 55 years old with 20 years of creditable service on the date of the teacher's indicated date of retirement and has invoked his/her AERO, will not be eligible for the retirement benefits. However, a teacher who is 55 years old with 35 years of creditable service on the date of the teacher's indicated date of retirement will be eligible for the retirement benefits.
- e. The Board will ~~not~~ be obligated to pay a ~~penalty~~ **any additional contribution** imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires anytime

after submitting his/her letter of retirement. For example, a teacher who received a salary increase greater than 6% in the three years prior to the year the retirement benefits provided under this Section would begin would not be eligible for the retirement benefits.

- f. The teacher shall not have received a retirement benefit pursuant to a prior collective bargaining agreement.
- g. **If after submitting a notice of intent to retire, the certified employee resigns from duties for which the certified employee was compensated the previous year (i.e., extended contract and/or stipends), the certified employee's nonexempt TRS creditable earnings will be adjusted accordingly. If a certified employee is involuntarily removed for just cause from duties for which they were compensated the previous year, he/she will be entitled to 6% of the stipend they received the previous year, but not the stipend amount itself.**
- h. **Upon acceptance by the Board, the Employee's request including his/her resignation and retirement date shall be irrevocable. However, an Employee may request to rescind his/her retirement and withdraw from the early retirement incentive plan for one or more of the following reasons:**
 - **diagnosis of serious illness of the Employee or his/her spouse;**
 - **death of the Employee's spouse;**
 - **total disability of the Employee's spouse;**
 - **serious illness of a medically and financially dependent child or parent of the Employee;**
 - **a judgment for dissolution of the Employee's marriage or for legal separation becomes final before the Employee's retirement date;**
 - **any other similar reason which the Board in its sole discretion determines to be sufficient.**

In any of the above events, the Employee may tender a written Proposal to the Board to rescind his/her retirement and withdraw from the early retirement incentive plan. As a condition of the Board's consideration of the proposal, the Employee will agree to repay any retirement benefits paid to the Employee within a like amount of time that the benefits were received.

2. Retirement Benefits

In each year that benefits are received under this program, the teacher shall not be paid in accordance with the salary and extra duty schedule and, in exchange, shall receive a six percent (6%) increase in creditable earnings over the prior year's total TRS creditable earnings from the teachers' salary as set forth on the salary schedule (hereinafter referred to as "Program Creditable Earnings") for a period up to a maximum of four years.

- a. The teacher will remain "off schedule" and receive a six percent (6%) increase in Program Creditable Earnings for each year up to four (4) years (i.e., three year notice, six percent (6%) for three years, two year notice, six percent (6%) for two years, one year notice, six percent (6%) for one year).
- b. The teacher shall perform all extra duties that are used in determining Program Creditable Earnings in the years in which program benefits are received. A teacher who ~~does~~ **chooses to** not perform such extra duties shall have his/her compensation reduced accordingly.

- c. A teacher under this retirement program will not be able to earn more than six percent (6%) of the previous year's Program Creditable Earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.
- d. **If a bargaining unit member who is an employee in good standing employed by the Board retires from active employment in the Dixon Public Schools Unit School District #170 under a Teacher Retirement System (TRS) retirement program, the board shall pay to the employee the sum of Twenty-five (\$25.00) for each of the employee's unused accumulated sick leave days in excess of one hundred eighty (180) or whatever is not used as TRS service credit to be paid post retirement and as non-TRS creditable earnings.**

~~To the extent that the retirement benefits described under this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.~~

- **RATIONALE:** Offering retirements incentives to teachers who have served the District for long periods of time not only rewards service, but can result in significant long term cost savings to the District as they hire in teachers at much lower salary levels. The Association proposes to maintain current language with one change regarding the date for submission of a letter of intent and an incentive for teachers to accumulate sick leave.
- **COST:** The cost value is difficult to determine.
- **BOARD RESPONSE:** The Board has not offered a rationale for its rejection of the Association proposal and its proposed deletion of the entire section 14.1.

Language proposed by the DEA

14.2 Retiree Insurance.

- Retain current language
- **RATIONALE:** Association wishes to maintain this long standing practice.
- **COST:** No additional cost value
- **BOARD RESPONSE:** The Board has offered no rationale for its proposal to delete the current longstanding language.

ARTICLE XV Duration and Effect of Agreement

The parties have reached agreement on the following sections of Article 15:

15.1 Complete Understanding.

15.3 Consistency.

15.4 Severability.

15.5 Agreement Distribution.

15.6 Headings.

Association Proposals for remaining sections in Article 15

Language proposed by the DEA:

15.2 Binding Effect. This Agreement shall benefit and be obligatory upon the parties hereto and the teachers employed by the Board during the term of this Agreement.

All memos of understanding (MOU) that are signed during the life of the contract shall become null and void upon the expiration of that contract unless continuation of the MOU is mutually

agreed upon by both parties. Failure to reach mutual agreement will result in the voiding of the MOU under consideration.

- **RATIONALE:** The Association proposes this language to clarify that MOU's are not part of contractual language and are no longer in effect upon expiration of the contract.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** Reject and offered a counter

Language proposed by the DEA:

15.7 Effective Date. This Agreement shall be in effect **for the 2012-13** ~~upon the date this Agreement is executed by both parties except for Article VI, Section 4; Article IX, Section 11; Article X, Section 1; the economic items in Article XIII; and Article XIV, Section 1, which shall be in effect on the first day of the 2006-07 school year, and shall terminate on the day prior to the first day of the 2010-11~~ **2017-18** school year.

- **BOARD RESPONSE:** Propose a two year agreement